

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																							
NATURE OF CONVEYANCE:	Security Agreement - Second Lien Credit Agreement																																							
CONVEYING PARTY DATA																																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Allen Systems Group, Inc.</td> <td></td> <td>10/19/2009</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>MMS Acquisition I LLC</td> <td></td> <td>10/19/2009</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Allen Systems Group, Inc.		10/19/2009	CORPORATION: DELAWARE	MMS Acquisition I LLC		10/19/2009	LIMITED LIABILITY COMPANY: DELAWARE																												
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Registration Number:	1945519	ESW
Registration Number:	1999174	WRITEDIRECT
Registration Number:	2112757	CYPRESS THE INTEGRATED DOCUMENT SERVER
Registration Number:	2109739	CYPRESS THE INTEGRATED DOCUMENT SERVER
Registration Number:	2157285	CYPRESS
Registration Number:	2108451	SERVERTRANSPARENCY
Registration Number:	2139719	CYPRESS
Registration Number:	2235093	DOCU VAULT
Registration Number:	2317113	PRO/JCL
Registration Number:	2238639	
Registration Number:	2288976	CYPRESS TH EINTEGRATED DOCUMENT SERVER
Registration Number:	2392701	ASG-METHODMANAGER
Registration Number:	2485728	CLICK-N-DONE
Registration Number:	2357393	DOCUANALYZER
Registration Number:	2505616	UNIVERSALARCHIVE
Registration Number:	2617007	INFO/X
Registration Number:	2642122	TEVISTA
Registration Number:	3022345	
Registration Number:	2706215	CHEVIN
Registration Number:	2717149	MOBIUS
Registration Number:	2780336	WORKFLOWDIRECT
Registration Number:	2746952	E-SEARCH & VIEW
Registration Number:	2996310	ASG-TMON
Registration Number:	2781593	ASG-ROCHADE
Registration Number:	2797420	ASG-KNOWLEDGEWAVE
Registration Number:	2874146	MOBIUS
Registration Number:	3518886	ASG-SAFARI.OLAP
Registration Number:	3461040	ASG-INFO/X
Registration Number:	3435279	ASG-JOB/SCAN
Registration Number:	3444796	ASG-TEVISTA
Registration Number:	3435763	ROCHADE
Registration Number:	3444950	TMON
Registration Number:	3659984	ASG-AUTOMATION CENTER
Registration Number:	2601192	ASG
Registration Number:	2700435	ASG SOFTWARE SOLUTIONS

Registration Number:	3572636	ASG-SAFARI
Registration Number:	3190224	ITEXCHANGE
Registration Number:	3695864	ASG-CYPRESS
Registration Number:	2750096	CONTENUITY
Registration Number:	2966577	CYPRESS
Registration Number:	3048644	CYPRESS
Registration Number:	2903540	
Registration Number:	2966579	DOCUVAULT
Registration Number:	2905227	CPF
Registration Number:	2966578	CONTENT PROCESSING FACILITY
Registration Number:	2849183	CYPRESS DATA MINING MODULE
Registration Number:	2846404	CYPRESS.WEB
Registration Number:	2722701	MONARCH PRO FOR CYPRESS
Serial Number:	77704446	ASG-PRO/JCL
Serial Number:	77704501	ASG-DOCU/TEXT
Serial Number:	78541958	APPVISION

CORRESPONDENCE DATA

Fax Number: (312)706-8248

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3127018352

Email: zbeal@mayerbrown.com, ipdocket@mayerbrown.com

Correspondent Name: Erick J. Palmer

Address Line 1: P. O. Box 2828

Address Line 4: Chicago, ILLINOIS 606902828

ATTORNEY DOCKET NUMBER:	09147102 PALMER
NAME OF SUBMITTER:	Erick J. Palmer
Signature:	/ejp/
Date:	10/28/2009

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 19, 2009 (this "Agreement"), is made by ALLEN SYSTEMS GROUP, INC., a Delaware corporation and MMS ACQUISITION I LLC, a Delaware limited liability company (each a "Grantor" and collectively, the "Grantors"), in favor of BANK OF AMERICA, N.A., as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to a Second Lien Credit Agreement, dated as of October 19, 2009 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders and the Administrative Agent, the Lenders have extended Commitments to make Loans to the Borrowers; and

WHEREAS, in connection with the Credit Agreement, each Grantor has executed and delivered a Second Lien US Pledge and Security Agreement, dated as of October 19, 2009 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, each Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of such Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by such Grantor, in and to the following (the "Trademark Collateral"):

- (a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill

of the business associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office and corresponding offices in other countries of the world or otherwise, and all common-Law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as "Trademarks"), including those Trademarks referred to in Item A of Schedule I;

(b) all Trademark licenses and other agreements for the grant by or to such Grantor of any right to use any Trademark (each a "Trademark License"), including each Trademark License referred to in Item B of Schedule I;

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b) or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Trademark Collateral shall not include those items set forth in clauses (i) through (v) of Section 2.1 of the Security Agreement.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Waiver, etc. Each Grantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Obligations, this Agreement and the Security Agreement and any requirement that any Secured Party protect, secure, perfect or insure any Lien, or any property subject thereto, or exhaust any right or take any action against any Grantor or any other Person (including any other Grantor) or entity or any Collateral securing the Obligations, as the case may be. As provided below, this Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York.

SECTION 5. Release of Liens; Termination of Agreement. Upon (a) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (b) the occurrence of the

Termination Date, the security interests granted herein shall automatically terminate with respect to (i) such Trademark Collateral (in the case of clause (a)) or (ii) all Trademark Collateral (in the case of clause (b)), without delivery of any instrument or performance of any act by any party. Upon the occurrence of the Termination Date, this Agreement and all obligations of each Grantor hereunder shall automatically terminate without delivery of any instrument or performance of any act by any party. A Grantor shall automatically be released from its obligations hereunder upon the consummation of any transaction permitted by the Credit Agreement as a result of which such Grantor ceases to be a Subsidiary of the Borrower or any of its Subsidiaries. Upon any such Disposition, other permitted transaction or termination, the Administrative Agent will, at the Grantors' sole expense, deliver to the Grantors, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

SECTION 6. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 7. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 8. Governing Law, Entire Agreement, etc. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

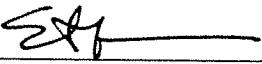
SECTION 9. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 10. ENTIRE AGREEMENT. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

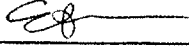
* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Responsible Officer as of the date first above written.

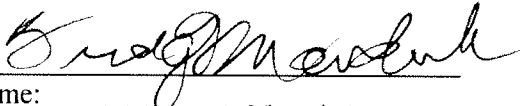
ALLEN SYSTEMS GROUP, INC.

By: 
Name: Ernest J. Scheidemann
Title: Chief Financial Officer

MMS ACQUISITION I LLC

By: 
Name: Ernest J. Scheidemann
Title: Chief Financial Officer

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name:
Title: **Bridgett J. Manduk**
Assistant Vice President

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

Country	Trademark	Reg. Number	Registration Date
U.S.	DOCU/TEXT	1163171	1981
U.S.	CONTROLMANAGER	1349090	1985
U.S.	[Diversified Software design]	1531766	1989
U.S.	THE MONITOR	1633753	1991
U.S.	THE MONITOR	1641086	1991
U.S.	LANDMARK SYSTEMS CORPORATION	1681000	1992
U.S.	INFOPAC	1721468	1992
U.S.	NAVIGRAPH	1710731	1992
U.S.	JCLPREP	1730799	1992
U.S.	VIEWDIRECT	1786624	1993
U.S.	OPMAN	1924487	1995
U.S.	DOCUMENTDIRECT	1974132	1996
U.S.	ESW	1945519	1996
U.S.	WRITEDIRECT	1999174	1996
U.S.	CYPRESS THE INTEGRATED DOCUMENT SERVER	2112757	1997
U.S.	CYPRESS THE INTEGRATED DOCUMENT SERVER	2109739	1997
U.S.	CYPRESS	2157285	1998
U.S.	SERVERTRANSPARENCY	2108451	1997
U.S.	CYPRESS	2139719	1998
U.S.	DOCU VAULT	2235093	1999
U.S.	PRO/JCL	2317113	2000
U.S.	[Mobius Strip design]	2238639	1999
U.S.	CYPRESS THE INTEGRATED DOCUMENT SERVER	2288976	1999
U.S.	ASG-METHODMANAGER	2392701	2000
U.S.	CLICK-N-DONE	2485728	2001
U.S.	DOCUANALYZER	2357393	2000
U.S.	UNIVERSALARCHIVE	2505616	2001
U.S.	INFO/X	2617007	2002
U.S.	TEVISTA	2642122	2002
U.S.	[Chevin hand-eye design]	3022345	2005
U.S.	CHEVIN	2706215	2003

U.S.	MOBIUS	2717149	2003
U.S.	WORKFLOWDIRECT	2780336	2003
U.S.	E-SEARCH & VIEW	2746952	2003
U.S.	ASG-TMON	2996310	2005
U.S.	ASG-ROCHADE	2781593	2003
U.S.	ASG-KNOWLEDGEWAVE	2797420	2003
U.S.	MOBIUS	2874146	2003
U.S.	ASG-SAFARI.OLAP	3518886	2008
U.S.	ASG-INFO/X	3461040	2008
U.S.	ASG-JOB/SCAN	3435279	2008
U.S.	ASG-TEVISTA	3444796	2008
U.S.	ROCHADE	3435763	2008
U.S.	TMON	3444950	2008
U.S.	ASG-AUTOMATION CENTER	3659984	2009
U.S.	ASG	2601192	2002
U.S.	ASG SOFTWARE SOLUTIONS	2700435	2003
U.S.	ASG-SAFARI	3572636	2009
U.S.	ITEXCHANGE	3190224	2006
U.S.	ASG-CYPRESS	3695864	2009
U.S.	CONTENUITY	2750096	2003
U.S.	CYPRESS	2966577	2005
U.S.	CYPRESS AND DESIGN	3048644	2006
U.S.	[Document Design]	2903540	2004
U.S.	DOCUVAULT	2966579	2005
U.S.	CPF	2905227	2004
U.S.	CONTENT PROCESSING FACILITY	2966578	2005
U.S.	CYPRESS DATA MINING MODULE	2849183	2004
U.S.	CYPRESS.WEB	2846404	2004
U.S.	MONARCH PRO FOR CYPRESS	2722701	2003
Australia	MOBIUS AND DESIGN	917159	2002
Brazil	MOBIUS	822.790.726	2009
China	MOBIUS AND DESIGN	3217204	2004
China	MOBIUS AND DESIGN	3445020	2004
EU	MISCELLANEOUS DESIGN	001226505	2000
EU	MOBIUS AND DESIGN	2741593	2002
Japan	MOBIUS AND DESIGN	4715346	2003
Japan	MOBIUS STRIP DESIGN	04437060	2000
Switzerland	MOBIUS STRIP DESIGN	468341	2000
Switzerland	MOBIUS STRIP DESIGN	2,238,639	1999
Switzerland	OPMAN	1,924,487	1995
Switzerland	SERVERTRANSPARENCY	2,108,451	1997

Switzerland	UNIVERSALARCHIVE	2,505,616	2001
Switzerland	VIEWDIRECT	1,786,624	1993
Switzerland	WORKFLOWDIRECT	2,780,336	2003
Switzerland	WRITEDIRECT	1,999,174	1996

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
U.S.	ASG-PRO/JCL	77704446	2009
U.S.	ASG-DOCU/TEXT	77704501	2009
U.S.	APPVISION	78541958	2005

Trademark Applications In Preparation

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
None.				

Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
None.					